

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 2/14/2013

Action Requested By:
Finance

Agenda Item Type
Resolution

Subject Matter:

Approval of Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a joint purchasing agreement with the Madison County Commission for the joint purchase of Crushed Stone

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

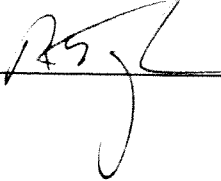
Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Routine Procurement Function

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 1/31/12

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Finance

Council Meeting Date: 2/14/2013

Department Contact: Cecilia Summers

Phone # 427-5060

Contract or Agreement: Joint Purchasing Agreement with Madison County Commission

Document Name: 20130214Pro

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

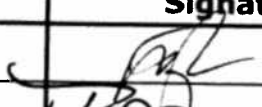


Account Number:

Procurement Agreements

| | |
|-----------------|--------------------|
| <u>Title 41</u> | <u>Competitive</u> |
|-----------------|--------------------|

Grant-Funded Agreements

| | |
|-----------------------|-------------|
| <u>Not Applicable</u> | Grant Name: |
|-----------------------|-------------|

| Department | Signature | Date |
|---|---|---------|
| 1) Originating |  | 1/31/12 |
| 2) Legal |  | 2-1-13 |
| 3) Finance |  | 1/31/13 |
| 4) Originating | | |
| 5) Copy Distribution | | |
| a. Mayor's office (1 copies) | | |
| b. Clerk-Treasurer (Original & 2 copies) | | |
| | | |

RESOLUTION NO. 13-_____

WHEREAS, Code of Alabama, 41-16 - 50 (b), provides as follows:

"(b) The governing bodies of two or more contracting agencies, as hereinabove enumerated within the same county or adjoining counties, may provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies or other personal property for use by their respective agencies. Such agreement shall be entered into by similar ordinances, in the case of municipalities, or resolutions, in the case of other contracting agencies, adopted by each of the participating governing bodies, which shall set for the categories of labor, services or work, or for the purchase or lease of materials, equipment, supplies or other personal property to be purchased, the manner of advertising for bids and other matters deemed necessary to carry out the purpose of the agreement. Each contracting agency's share of expenditures for purchases under any such agreement shall be appropriated and paid in the manner set forth in the agreement and in the same manner as for other expenses of the contracting agency. The contracting agencies entering into a joint agreement, as herein permitted, may designate a joint purchasing agent, and such agent shall have the responsibility to comply with the provisions of this article. It is provided further that purchases, contracts or agreements made pursuant to a joint purchasing agreement shall be subject to all of the terms and conditions of this article"; and

WHEREAS, the governing bodies of Madison County, Alabama, and the City of Huntsville, being within the same county, pursuant to the provision of 41-16-50, desire to provide by joint agreement for the purchase of materials, to-wit: crushed stone and aggregate base requirements for a period of one year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, as the governing body of Huntsville, Alabama, as follows:

1. The City of Huntsville does hereby agree with Madison County for the joint purchase of materials, to-wit: crushed stone and aggregate base requirements for a period of one year, pursuant to those certain responses by Vulcan Materials Company to the Madison County Commission Invitation for Bid No.2013-03, which are substantially in words and figures similar to those certain documents attached hereto and identified as "Madison County Commission Invitation For Bids, Bid No.2013-03", each consisting of three(3) pages, with the date of February 14, 2013, appearing on the margin of the first page, together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

RESOLUTION NO. 13-_____

(continued)

Page 2 of 2

2. Bids for the said materials shall be advertised for by the Madison County Commission in accordance with the provisions of the Alabama Competitive Bid Law, Title 41-16-50, et seq.
3. The contract for the purchase of the said materials shall be awarded by Madison County Commission.
4. The City of Huntsville and the Madison County Commission shall separately order the said materials subject to the bid directly from the lowest responsible bidder to whom the contract is awarded and each shall pay, pursuant to the terms of the contract, directly to the lowest responsible bidder to whom the contract is awarded.
5. For the purpose of this contract, Angela Anderson, the Director of Purchasing for Madison County, Alabama is hereby designated as the joint purchasing agent who shall have the responsibility to comply with the provisions of the Alabama Competitive Bid Law, Code of Alabama, Section 41-16-50, et seq.
6. All purchases, contracts and agreements made pursuant to this joint purchasing agreement shall be subject to all of the terms and conditions of the Alabama Competitive Bid Law, Code of Alabama, Section 41-16-50.

ADOPTED this the 14th day of February, 2013

President of the City Council
Huntsville, Alabama

APPROVED this the 14th day of February, 2013

Mayor of the City of Huntsville, Alabama

MADISON COUNTY, ALABAMA

OFFICE OF
DIRECTOR OF PURCHASING



Phone: (256) 532-3507
Fax: (256) 532-3877
Email: purchdpt@co.madison.al.us



MADISON COUNTY COURT HOUSE
100 NORTHSIDE SQUARE
HUNTSVILLE, ALABAMA
35801-4820

January 25, 2013

Vulcan Materials Company
Attn: **Michael Kirkland**
4210 Stringfield Road
Huntsville, AL 35810

RE: Bid #2013-03

Dear Mr. Kirkland:

At a regular meeting of the Madison County Commission held on January 25, 2013, the board accepted your low bid meeting specifications for crushed stone and aggregate base for a period of one (1) year. We appreciate your response to our bidding process and look forward to hearing from you in the future.

If you have any questions regarding this bid, please do not hesitate to contact me.

Sincerely,


Angela Anderson, Purchasing Director
Purchasing Department



MIKE KIRKLAND
Senior Sales Representative
Central Region

4210 STRINGFIELD ROAD • HUNTSVILLE, AL 35810
PO BOX 17559 • HUNTSVILLE, AL 35810
PHONE 256-852-3171 EXT 226 • FAX 256-852-3635 • CELL 256-509-2833
www.vulcanmaterials.com E-MAIL: kirklandm@vmcmail.com

MADISON COUNTY COMMISSION
100 NORTH SIDE SQUARE
HUNTSVILLE, ALABAMA 35801

INVITATION FOR BIDS

BID NUMBER: 2013-03

Madison County Commission will accept bids for crushed stone and aggregate base.

Bids will open on Wednesday, January 23, 2013 at 11:00 a.m.

7th Floor, Room 735 - Madison County Courthouse, Huntsville, Alabama
(See attached specifications)

Current bids are available on our website at www.madisoncountyal.gov

Each vendor submitting a bid must complete the Verified Statement Regarding Unauthorized Aliens.

The Madison County Commission will receive sealed bids until the date and time of bid opening for item(s) meeting, exceeding, or equivalent to specifications.

The Madison County Commission reserves the right to accept or reject any and all bids in whole or in part. Failure to comply with any of the requirements contained in this invitation for bids may result in the rejection of the entire bid submitted.

Any attachments hereto become a part of the bid and will remain in the bid file.

Brand names used in this invitation for bids are for comparison purposes only and are not to be construed as indicating any preference. Any items submitted as equivalent to or exceeding specifications must be described in detail.

All bids must be submitted on this form. No errors will be corrected after bids are opened. Bids made out in pencil will NOT be accepted.

No Federal or State taxes are to be included or charged.

It is the intent of the Madison County Commission to allow any business selling the type(s) of merchandise described, to participate in our bidding process. If any prospective vendor feels that any part of these specifications would prohibit their company from submitting a bid, or has any questions regarding this bid, you may email the Purchasing Department at shelley@madisoncountyal.gov prior to the bid opening date.

Each vendor must possess proper state, county, and city license, certification, or other requirements imposed, for engaging in the type of activity for which bids are solicited.

Subsequent contracts will not be accepted from a vendor after a bid has been awarded. Vendors must include their contracts with the invitation for Bids form prior to the bid opening.

Madison County reserves the right to require proof that the products bid are suitable for the purposes for which they are intended. Madison County also reserves the right to cancel a bid if the products received under the bid are not suitable for the purposes intended.

F.O.B. Destination, Freight Prepaid and Allowed. F.O.B. term to mean: Title to the goods passes to the agency upon successful inspection and acceptance once received at the delivery destination point and that the supplier will prepay and bear all of the transportation shipping costs.

Vendors must sign and notarize their bid. Failure to do so may result in rejection of bid.

Madison County Commission reserves the right to waive any minor informality which is immaterial in nature, negligible, or trivial, and does not affect responsiveness.

SUBMIT BID TO: MADISON COUNTY PURCHASING
100 NORTH SIDE SQUARE
ROOM 735
HUNTSVILLE, AL 35801

Vendor must show on envelope the bid number and opening date.
Each numbered bid must be in a separate envelope.

All documents submitted to Madison County will be subject to Alabama's Open Records Laws (Code of Alabama, Title 36-12-40 and 41, as last amended). Due to the provisions of the Open Records Laws and the Competitive Bid Laws (especially Code of Alabama, Title 41-16-24(b)), the Madison County Commission cannot assure any Bidder that any information submitted with the bid, even though marked "Proprietary" will not be open to public inspection and copying.

Terms of payment

Net 15th

I hereby affirm that I have not been in any agreement or collusion among vendors or prospective vendors in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

THIS BID MUST BE NOTARIZED.

Subscribed and sworn to before
me this 18 day of

January 20

Robin Rumba
Notary Public

MY COMMISSION EXPIRES 11-6-2013
Angela Anderson
Madison County Purchasing Director

COMPANY NAME: Vulcan Construction Materials, LP

SIGNATURE: Michael D. Kirkland Sr.

PRINT NAME: Michael D. Kirkland Sr.

STREET ADDRESS: 4210 Stringfield Rd.

CITY: Huntsville STATE: AL ZIP CODE: 35810

PHONE #: 256-852-3171 FAX #: 256-852-3635

EMAIL ADDRESS: Kirklandm@vmcmail.com

FEDERAL ID# 63-1211833

SPECIFICATIONS

- ☐ This bid shall be for a period of one year.
- ☐ Madison County Commission reserves the right to order various quantities on an as needed basis.
- ☐ Crushed stone and dense graded aggregate base shall meet the specifications set forth by the State of Alabama Highway Department.
- ☐ Vendors must submit a total price per ton picked up at the plant, or delivered as per the following attached sheets.
- ☐ Bid price shall include the exact cost of crushed stone, and delivery charges.
- ☐ Vendors must list their location(s) where material can be picked up. Madison County Commission reserves the right to award the bid to vendor(s) who are located near the job site or district office where the crushed stone or aggregate base will be used or stock piled.

(1) Plant Location: 4210 Stringfield Rd.
Huntsville, AL 35810

(2) Plant Location: 3145 Porter Rd.
Scottsboro, AL 35768

(3) Plant Location: 3950 Highway 20 West
Teinity, AL 35673

Each bidder must submit an electronic version of the cost sheet in Microsoft Excel on CD along with hardcopy of bid. You may contact the Madison County Purchasing Department at (256) 532-3540 or email sbattle@madisoncountyal.gov for an Excel format of the cost sheet. The cost sheet will not be accepted in pdf format.

If you have any questions or concerns regarding this bid you may contact one of the following persons:

Buddy Gatlin – 256.828.0726 (D-1 / D-1 East)

Greg McCord – 256.776.2475 (D-3 East)

Clyde Burgess – 256.852.8351 (D-4)

Delivery: when notified

How long will you honor your bid prices? 12 months

ALL VENDORS PLEASE NOTE

Addenda: Bidders must periodically check the County's website for any addenda issued for this procurement. Madison County will not be responsible for a bidder's failure to acquire any addenda issued. The Bidder acknowledges receipt of the following addenda, if applicable:

MR.

www.madisoncountyal.gov

EACH VENDOR SUBMITTING A BID MUST COMPLETE
AND SUBMIT WITH ITS BID THE FOLLOWING
STATEMENT

STATE OF ALABAMA
MADISON COUNTY

VERIFIED STATEMENT REGARDING UNAUTHORIZED ALIENS

The undersigned hereby certifies, under oath, in regard to the performance of the services or for the supply of materials or things described in this invitation for Bid, that:

(A) It has conducted a verification, pursuant to all federal and state laws, of all the employees who will perform work on the Madison County Commission contract or work on the materials or things supplied to the Madison County Commission in response to this invitation for Bid to insure that no unauthorized aliens will be employed to perform Madison County Commission work or supply materials or things to the Madison County Commission,

and

(B) to the best of their knowledge and belief, it is not employing or otherwise using unauthorized aliens to provide services, materials or things to the Madison County Commission.

The undersigned agrees:

1. It will verify that whether an employee is an unauthorized alien by inspecting such documents as are designated by Federal Law. For contracts in excess of \$100,000.00, in any twelve (12) month period of time, the contractor or supplier shall certify to the Commission that it has and will verify, to the extent allowable by Federal Law, by using the Federal E-Verify program, that no unauthorized aliens are utilized in providing services, materials or things to the Commission;

2. upon request, it will certify to the Commission, under oath by an officer or a management level employee, that it has verified to the extent allowable under Federal Law that named or otherwise described employees utilized in providing services, materials or things to the Commission are not unauthorized aliens;

3. upon determination by any appropriate Federal Agency that an employee is an unauthorized alien, the undersigned shall terminate the unauthorized alien's employment.

4. If the undersigned fails to terminate an employee determined to be an unauthorized alien by the Federal government or fails to provide the verification described above, the Madison County Commission may terminate the contract for the performance of services, materials or things pursuant to Madison County, Alabama, Policy Regarding The Employment of Unauthorized Aliens by Contractors and Suppliers.

The requirements and obligations of this Policy and Statement shall be interpreted and implemented in a manner consistent with all Federal and State Laws. If any provision of this Policy or Statement is declared invalid or in conflict with Federal or State Laws, such invalidity or conflict shall not affect the other provisions of this Policy or Statement which can be given effect without the invalid provision. The provisions of this Policy and Statement are declared to be severable.

NAME:

Vulcan Construction Materials, L.P.

BY: Sherrad B. Clarke

Printed Name of Person Signing: Sherrad B. Clarke, Jr.

Position: VP and General Manager, SGC Area, Central Reg.

SWORN TO and subscribed before me on this the 21st day of July, 20 13

Deborah M. Chapman
Notary Public

My Commission Expires: 9/26/2015

SWORN AFFIDAVIT OF EMPLOYER REGARDING UNAUTHORIZED ALIENS

1. The undersigned hereby attests by this sworn affidavit signed before a notary that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

2. The undersigned hereby attests that it is enrolled in the Federal E-Verify program. A true and correct copy of the undersigned's fully executed Federal E-Verify Memorandum of Understanding is attached hereto.

3. The Federal E-Verify Memorandum of Understanding attached hereto is the operative Memorandum of Understanding under which the undersigned is currently participating in the Federal E-Verify Program.

4. This sworn affidavit is provided to comply with Alabama Act No. 2011-535, known as the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act."

Name:

Vulcan Construction Materials, LP

By: S.B. Clarke

Printed Name: S.B. Clarke, Jr

Position: VP and General Manager
SGC Area, Central Region

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Sherrod B. Clarke whose name as VP/Gen Mgr SGC of Vulcan Construction Materials, LP signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such VP/Gen Mgr and with full authority, executed the same voluntarily for and as the act of said Vulcan Construction Materials, LP.

Given under my hand this the 21st day of January, 2013.

Deborah M. Chapman

Notary Public

My Commission Expires: 9/26/2015

SWORN AFFIDAVIT OF SUBCONTRACTOR
REGARDING UNAUTHORIZED ALIENS

1. The undersigned subcontractor hereby attests by this sworn affidavit signed before a notary that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

2. The undersigned subcontractor hereby attests that it is enrolled in the Federal E-Verify program. A true and correct copy of the undersigned's fully executed Federal E-Verify Memorandum of Understanding is attached hereto.

3. The Federal E-Verify Memorandum of Understanding attached hereto is the operative Memorandum of Understanding under which the undersigned is currently participating in the Federal E-Verify Program.

4. This sworn affidavit is provided to comply with Alabama Act No. 2011-535, known as the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act."

Name:

Vulcan Construction Materials, LP

By: S. B. Clarke

Printed Name: S. B. Clarke, Jr

Position: VP and General Manager
SGC Area, Central Region

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Sherrod B. Clarke whose name as VP/Gen Mgr of Vulcan Construction Materials, LP signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such VP/Gen Mgr and with full authority, executed the same voluntarily for and as the act of said Vulcan Construction Materials, L.P.

Given under my hand this the 21st day of January, 2013.

Rickorah M Chapman

Notary Public

My Commission Expires: 9/26/2015

SWORN AFFIDAVIT OF SUBCONTRACTOR
REGARDING UNAUTHORIZED ALIENS

1. The undersigned subcontractor hereby attests by this sworn affidavit signed before a notary that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

2. The undersigned subcontractor hereby attests that it is enrolled in the Federal E-Verify program. A true and correct copy of the undersigned's fully executed Federal E-Verify Memorandum of Understanding is attached hereto.

3. The Federal E-Verify Memorandum of Understanding attached hereto is the operative Memorandum of Understanding under which the undersigned is currently participating in the Federal E-Verify Program.

4. This sworn affidavit is provided to comply with Alabama Act No. 2011-535, known as the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act."

Name:

Glenda moses/moses Excavating

By:

Glenda Moses

Printed Name:

Glenda moses

Position:

Owner

STATE OF ALABAMA

COUNTY OF ~~MADISON~~ DeKalb

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Glenda Moses, whose name as Glenda Moses/owner of Moses Excavating is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such owner and with full authority, executed the same voluntarily for and as the act of said Moses Excavating.

Given under my hand this the 11 day of January, 2013.

LaSondra Bradley

Notary Public

My Commission Expires:

04-2016

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Vulcan Construction Materials L
- City of Huntsville current taxpayer identification number (if available): 874
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

| Type of Ownership (check appropriate box) | Entity I.D. Number & Applicable State |
|--|--|
| <input type="checkbox"/> Individual or Sole Proprietorship | |
| <input type="checkbox"/> General Partnership | |
| <input checked="" type="checkbox"/> Limited Partnership (LP) | Number & State: <u>815-723 Delaware</u> |
| <input type="checkbox"/> Limited Liability Partnership (LLP) | Number & State: |
| <input type="checkbox"/> Limited Liability Company (LLC) (Single Member) | Number & State: |
| <input type="checkbox"/> LLC (Multi-Member) | Number & State: |
| <input type="checkbox"/> Corporation | Number & State: |
| <input type="checkbox"/> Other, please explain: | Number & State (if a filing entity under state law): |

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: Michael D. Kirkland
Type or legibly write name: Michael D. Kirkland

Title (if applicable): See Letter Rep
Date: 02/13/2012



Company ID Number: 490083

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Yalea Construction Materials, SGC Division (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



Company ID Number: 490083

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



Company ID Number: 490083

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



Company ID Number: 490083

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer



Company ID Number: 490083

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(f)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



Company ID Number: 490083

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a)(1)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,



Company ID Number: 490083

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



Company ID Number: 490083

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



Company ID Number: 490083

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



Company ID Number: 490083

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.



Company ID Number: 490083

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

E-Verify



Company ID Number: 490083

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **Vulcan Construction Materials, SGC Division**

Karen Spruell

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/16/2012

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/16/2012

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **Vulcan Construction Materials, SGC Division**

Company Facility Address: **1200 Urban Center Drive**

Birmingham, AL 35242

Company Alternate
Address:

County or Parish: **JEFFERSON**

Employer Identification
Number: **631211833**

E-Verify



Company ID Number: 490083

| | |
|---|--------------------------|
| North American Industry Classification Systems Code: | 212 |
| Administrator: | Vulcan Materials Company |
| Number of Employees: | 100 to 499 |
| Number of Sites Verified for: | 1 |
| Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State: | |
| • ALABAMA 1 site(s) | |

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

| | | |
|-------------------|-----------------------|-------------|
| Name: | Penny Thompson | Fax Number: |
| Telephone Number: | (205) 298 - 3738 | |
| E-mail Address: | ThompsonP@vmcmail.com | |

E-Verify



Company ID Number: 491733

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

| | |
|--|------------|
| Employer Glenda B Moses & T Bruce Moses | |
| Glenda Moses | |
| Name (Please Type or Print) | Title |
| <i>Electronically Signed</i> | 01/18/2012 |
| Signature | Date |
| Department of Homeland Security – Verification Division | |
| USCIS Verification Division | |
| Name (Please Type or Print) | Title |
| <i>Electronically Signed</i> | 01/18/2012 |
| Signature | Date |

| Information Required for the E-Verify Program | |
|---|--------------------------------|
| Information relating to your Company: | |
| Company Name: | Glenda B Moses & T Bruce Moses |
| Company Facility Address: | 6093 County Road 72 |
| | Fyffe, AL 35971 |
| Company Alternate Address: | 7376 County Road 72 |
| | Fyffe, AL 35971 |

E-Verify



Company ID Number: 491733

| | |
|---|----------|
| County or Parish: | DE KALB |
| Employer Identification Number: | 72135898 |
| North American Industry Classification Systems Code: | 484 |
| Administrator: | |
| Number of Employees: | 5 to 9 |
| Number of Sites Verified for: | 1 |
| Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State: | |
| <ul style="list-style-type: none">ALABAMA 1 site(s) | |

Crushed Stone and Aggregate Base
Bid #2013-03

VULCAN CONSTRUCTION (Hav. AL)

| Description | Price Per Ton Picked up at Plant |
|-------------------------------------|----------------------------------|
| Surge Pile | \$10.00 |
| Dense Graded Base | \$8.00 |
| 1 1/2" Crush Stone Base/Crusher Run | \$8.75 |
| 1/2" Block Material | N/B |
| 1 1/2" Crush Stone Base/Crusher Run | \$8.75 |
| Alabama Highway Department Number | Price Per Ton Picked up at Plant |
| AHD #5 | \$10.00 |
| AHD #57 | \$10.00 |
| AHD #78 | \$10.00 |
| AHD #77/8 | \$10.00 |
| AHD #810 | \$8.75 |
| AHD #2 | \$10.00 |
| AHD #6 | N/B |
| AHD #67 | \$10.00 |
| AHD #8 | N/B |
| AHD #89 | \$12.50 |
| AHD, Class 1 Rip-rap | \$12.00 |
| AHD, Class 2 Rip-rap | \$12.00 |

| Description | Price per ton delivered from plant in increments of 5 miles up to 25 miles | | | | | |
|-------------------------------------|--|---------|---------|---------|---------|--|
| | 5 | 10 | 15 | 20 | 25 | |
| Surge Pile | \$12.75 | \$13.05 | \$13.40 | \$13.80 | \$14.40 | |
| Dense Graded Base | \$11.75 | \$12.05 | \$12.40 | \$12.80 | \$13.40 | |
| 1 1/2" Crush Stone Base/Crusher Run | \$11.50 | \$11.80 | \$12.15 | \$12.65 | \$13.15 | |
| 1/2" Block Material | N/B | N/B | N/B | N/B | N/B | |
| 1 1/2" Crush Stone Base/Crusher Run | \$11.80 | \$11.80 | \$12.15 | \$12.65 | \$13.15 | |
| Alabama Highway Department Number | 5 | 10 | 15 | 20 | 25 | |
| AHD #5 | \$12.75 | \$13.05 | \$13.40 | \$13.80 | \$14.40 | |
| AHD #57 | \$12.75 | \$13.05 | \$13.40 | \$13.80 | \$14.40 | |
| AHD #78 | \$12.75 | \$13.05 | \$13.40 | \$13.80 | \$14.40 | |
| AHD #77/8 | \$12.75 | \$13.05 | \$13.40 | \$13.80 | \$14.40 | |
| AHD #810 | \$11.50 | \$11.80 | \$12.15 | \$12.65 | \$13.15 | |
| AHD #2 | \$12.75 | \$13.05 | \$13.40 | \$13.80 | \$14.40 | |
| AHD #6 | N/B | N/B | N/B | N/B | N/B | |
| AHD #67 | \$12.75 | \$13.05 | \$13.40 | \$13.80 | \$14.40 | |
| AHD #8 | N/B | N/B | N/B | N/B | N/B | |
| AHD #89 | \$15.25 | \$15.55 | \$15.90 | \$16.40 | \$16.90 | |
| AHD, Class 1 Rip-rap | \$14.75 | \$15.05 | \$15.40 | \$15.90 | \$16.40 | |
| AHD, Class 2 Rip-rap | \$15.75 | \$16.05 | \$16.40 | \$16.90 | \$17.40 | |

Delivery: when notified

Honor bid prices for 12 months

Crushed Stone and Aggregate Base
Bid #2013-03

VULCAN CONSTRUCTION (Hay, AL)

| Description | Cost Per Ton Delivered | | | |
|-------------------------------------|--|--|--|---|
| | District 1 Shed 9457 Moores Mill Road New Market, AL 35761 | District 1 East Shed 3699 Winchester Road New Market, AL 35761 | District 3 East Shed 4273 Highway 72 East Brownsboro, AL 35741 | District 4 Shed 6084 Highway 53 Harvest, AL 35749 |
| Surge Pile | \$13.30 | \$14.75 | \$13.40 | \$12.80 |
| Dense Graded Base | \$12.30 | \$13.75 | \$12.40 | \$11.80 |
| 1 1/2" Crush Stone Base/Crusher Run | \$12.05 | \$13.50 | \$12.15 | \$11.65 |
| 1/2" Block Material | N/B | N/B | N/B | N/B |
| 1/2" Crush Stone Base/Crusher Run | \$12.05 | \$13.50 | \$12.15 | \$11.65 |
| AHD #5 | \$13.30 | \$14.75 | \$13.40 | \$12.80 |
| AHD #57 | \$13.30 | \$14.75 | \$13.40 | \$12.80 |
| AHD #76 | \$13.30 | \$14.75 | \$13.40 | \$12.80 |
| AHD #77/8 | \$13.30 | \$14.75 | \$13.40 | \$12.80 |
| AHD #810 | \$12.05 | \$13.50 | \$12.15 | \$11.65 |
| AHD #2 | \$13.30 | \$14.75 | \$13.40 | \$12.80 |
| AHD #6 | N/B | N/B | N/B | N/B |
| AHD #67 | \$13.30 | \$14.75 | \$13.40 | \$12.80 |
| AHD #8 | N/B | N/B | N/B | N/B |
| AHD #89 | \$15.80 | \$17.25 | \$15.90 | \$15.40 |
| AHD, Class 1 Rip-rap | \$15.30 | \$16.75 | \$15.40 | \$14.90 |
| AHD, Class 2 Rip-rap | \$16.40 | \$17.75 | \$16.40 | \$15.90 |

Crushed Stone and Aggregate Base
Bid #2013-03

| Description | Price Per Ton Picked up at Plant |
|-------------------------------------|----------------------------------|
| Surge Pile | \$ 10.00 |
| Dense Graded Base | \$ 9.00 |
| 1 1/2" Crush Stone Base/Crusher Run | \$ 8.75 |
| 1/2" Block Material | \$ N/A |
| 1/2" Crush Stone Base/Crusher Run | \$ 8.75 |
| Alabama Highway Department Number | Price Per Ton Picked up at Plant |
| AHD #6 | \$ 10.00 |
| AHD #67 | \$ 10.00 |
| AHD #78 | \$ 10.00 |
| AHD #778 | \$ 10.00 |
| AHD #610 | \$ 8.75 |
| AHD #2 | \$ 10.00 |
| AHD #6 | \$ N/A |
| AHD #67 | \$ 10.00 |
| AHD #6 | \$ N/A |
| AHD #69 | \$ 12.50 |
| AHD, Class 1 Rip-rap | \$ 12.00 |
| AHD, Class 2 Rip-rap | \$ 12.00 |

| Description | Price per ton delivered from plant in increments of 5 miles up to 25 miles | | | | |
|-------------------------------------|--|----------|----------|----------|----------|
| | 5 | 10 | 15 | 20 | 25 |
| Surge Pile | \$ 12.75 | \$ 13.05 | \$ 13.40 | \$ 13.70 | \$ 14.40 |
| Dense Graded Base | \$ 11.75 | \$ 12.05 | \$ 12.40 | \$ 12.70 | \$ 13.40 |
| 1 1/2" Crush Stone Base/Crusher Run | \$ 11.50 | \$ 11.80 | \$ 12.15 | \$ 12.45 | \$ 13.15 |
| 1/2" Block Material | \$ N/A | | \$ | | \$ |
| 1/2" Crush Stone Base/Crusher Run | \$ 11.50 | \$ 11.80 | \$ 12.15 | \$ 12.45 | \$ 13.15 |
| Alabama Highway Department Number | 5 | 10 | 15 | 20 | 25 |
| AHD #6 | \$ 12.75 | \$ 13.05 | \$ 13.40 | \$ 13.70 | \$ 14.40 |
| AHD #67 | \$ 12.75 | \$ 13.05 | \$ 13.40 | \$ 13.70 | \$ 14.40 |
| AHD #78 | \$ 12.75 | \$ 13.05 | \$ 13.40 | \$ 13.70 | \$ 14.40 |
| AHD #778 | \$ 12.75 | \$ 13.05 | \$ 13.40 | \$ 13.70 | \$ 14.40 |
| AHD #610 | \$ 11.50 | \$ 11.80 | \$ 12.15 | \$ 12.45 | \$ 13.15 |
| AHD #2 | \$ 12.75 | \$ 13.05 | \$ 13.40 | \$ 13.70 | \$ 14.40 |
| AHD #6 | \$ N/A | | \$ | | \$ |
| AHD #67 | \$ 12.75 | \$ 13.05 | \$ 13.40 | \$ 13.70 | \$ 14.40 |
| AHD #6 | \$ N/A | | \$ | | \$ |
| AHD #69 | \$ 15.25 | \$ 15.55 | \$ 15.90 | \$ 16.40 | \$ 16.90 |
| AHD, Class 1 Rip-rap | \$ 14.75 | \$ 15.05 | \$ 15.40 | \$ 15.90 | \$ 16.40 |
| AHD, Class 2 Rip-rap | \$ 15.75 | \$ 16.05 | \$ 16.40 | \$ 16.90 | \$ 17.40 |

Crushed Stone and Aggregate Base
Bid #2013-03

| Description | Cost Per Ton Delivered | | | |
|-------------------------------------|---|---|--|--|
| | District 1 Shred 9457 Moores Mill Road New Market, AL 35761 | District 1 East Shred 3699 Winchester Road New Market, AL 35761 | District 3 East Shred 4273 Highway 72 East Brownboro, AL 35741 | District 4 Shred 6084 Highway 53 Harvest, AL 35749 |
| Surge Pile | \$ 13.30 | \$ 14.75 | \$ 13.40 | \$ 12.90 |
| Dense Graded Base | \$ 12.30 | \$ 13.75 | \$ 12.40 | \$ 11.90 |
| 1 1/2" Crush Stone Base/Crusher Run | \$ 12.05 | \$ 13.50 | \$ 12.15 | \$ 11.65 |
| 1/2" Block Material | \$ N/A | \$ N/A | \$ N/A | \$ N/A |
| 1/2" Crush Stone Base/Crusher Run | \$ 12.05 | \$ 13.50 | \$ 12.15 | \$ 11.65 |
| AHD #6 | \$ 13.30 | \$ 14.75 | \$ 13.40 | \$ 12.90 |
| AHD #67 | \$ 13.30 | \$ 14.75 | \$ 13.40 | \$ 12.90 |
| AHD #78 | \$ 13.30 | \$ 14.75 | \$ 13.40 | \$ 12.90 |
| AHD #77/8 | \$ 13.30 | \$ 14.75 | \$ 13.40 | \$ 12.90 |
| AHD #810 | \$ 12.05 | \$ 13.50 | \$ 12.15 | \$ 11.65 |
| AHD #2 | \$ 13.30 | \$ 14.75 | \$ 13.40 | \$ 12.90 |
| AHD #6 | \$ N/A | \$ N/A | \$ N/A | \$ N/A |
| AHD #67 | \$ 13.30 | \$ 14.75 | \$ 13.40 | \$ 12.90 |
| AHD #8 | \$ N/A | \$ N/A | \$ N/A | \$ N/A |
| AHD #69 | \$ 15.80 | \$ 17.25 | \$ 15.90 | \$ 15.40 |
| AHD, Class 1 Rip-rap | \$ 15.30 | \$ 16.75 | \$ 15.40 | \$ 14.90 |
| AHD, Class 2 Rip-rap | \$ 16.40 | \$ 17.75 | \$ 16.40 | \$ 15.90 |

PRIVILEGE LICENSE
To Conduct Business in
The City of Huntsville, Alabama

2012

TAXPAYER #: 874
CITIZEN STATUS: C

DATE ISSUED: 1/30/2012
LICENSE NO: 167109

TAXPAYER: VULCAN CONSTRUCTION MATERIALS, LP
P O BOX 385014
BIRMINGHAM AL 35238

ATTENTION: LYNDA PEERS

NAICS CODE: 000001 - NAICS CODE WAS NOT SUPPLIED BY THE BUSINESS

BUSINESS LOCATION: 1
LOCATION: VULCAN MATERIALS CO
4210 STRINGFIELD RD NW
HUNTSVILLE, AL 35806

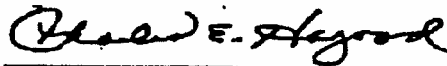
BUSINESS LICENSE YEAR: 2012

The licensee named herein is authorized to do business
at the above specified Business Location as provided
for the License Schedules listed below:

| <u>SECTION NO</u> | <u>TYPE OF LICENSE</u> | <u>AMOUNT</u> |
|-------------------|------------------------|---------------|
| 53 | MANUFACTURER | \$5,746.01 |
| | TOTAL LICENSE | \$5,746.01 |
| | TOTAL ISSUANCE FEES | \$10.00 |
| | TOTAL PAYMENT | \$5,756.01 |

Licenses paid by check are void if check
is not honored upon first presentation to bank

Credit to be applied to 2013: \$48.00



CHARLES E. HAGOOD, CMC
CLERK-TREASURER

WARNING: This license is granted as a personal privilege to the individual, partnership or corporation named, and cannot be used by any other individual, partnership or corporation, under penalty of law. This license does not authorize a business to operate in conflict with any City of Huntsville Ordinances or State of Alabama Laws.

VALID UNTIL DECEMBER 31 of the business license year shown above

☐ CASH ☐ CHECK

STATE OF ALABAMA

CONTROL NUMBER
471304450

ACCOUNT NUMBER
94736 2013

OCT 19 2012

ISSUED TO:

County
MADISON

LICENSE NO.
4450

14:38 LDMJENKI

LICENSE YEAR
2012-2013

VULCAN CONSTRUCTION MATERIALS
ATTN: LYNDIA PEERS
P O BOX 385016
BIRMINGHAM AL 35253

| DATE ISSUED | | |
|-------------|-----|----|
| 10 | 16 | 12 |
| MO | DAY | YR |

| LICENSE TYPE | |
|----------------------|---|
| STORE LICENSE | |
| CHAIN STORE LICENSE | |
| OCCUPATIONAL LICENSE | X |

BUSINESS LOCATION
VULCAN CONSTRUCTION MATERIALS
STRINGFIELD RD
HUNTSVILLE AL 35810

10 1 2012
EXPIRES
September 30, 2013

EX

| SECTION | BUSINESS TYPE | LICENSE AMOUNT | FEE | PENALTY | CITATION | INTEREST | TOTAL |
|---------|---------------|----------------|------|---------|----------|----------|--------|
| 087 | MANUFACTURING | 300.00 | 1.75 | | | | 301.75 |

TRANSFER OF LICENSE

Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Thomas White, Jr.

State Comptroller

Julie P. Magee

Commissioner of Revenue

MARK CRAIG

Issuing Authority

| | |
|---------------------|--------|
| TOTAL | 301.75 |
| MAIL FEE | 2.00 |
| TOTAL WITH MAIL FEE | 303.75 |

Memorandum of Insurance

| MEMORANDUM OF INSURANCE | | | | | DATE 18-Jan-2013 | |
|---|--|------------------|-----------------------------|-------------------------------------|--|-------------------------------------|
| <p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=900114839. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p> | | | | | | |
| PRODUCER Marsh USA Inc. ("Marsh") | | | | COMPANIES AFFORDING COVERAGE | | |
| INSURED Vulcan Materials Company P O Box 385014 Birmingham 35238-5014 United States | | | | Co. A Old Republic Ins Co | | |
| | | | | Co. B Lexington Ins Co | | |
| | | | | Co. C | | |
| | | | | Co. D | | |
| COVERAGES | | | | | | |
| <p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS</p> | | | | | | |
| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE | POLICY EXPIRATION DATE | LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED | |
| A | GENERAL LIABILITY Commercial General Liability Occurrence | MWZY 59972 | 01-JAN-2013 | 01-JAN-2014 | GENERAL AGGREGATE | 3,000,000 |
| | | | | | PRODUCTS - COMP/OP AGG | 3,000,000 |
| | | | | | PERSONAL AND ADV INJURY | 3,000,000 |
| | | | | | EACH OCCURRENCE | 3,000,000 |
| | | | | | FIRE DAMAGE (ANY ONE FIRE) | 3,000,000 |
| | | | | | MED EXP (ANY ONE PERSON) | EXCLUDED |
| | | | | | A | AUTOMOBILE LIABILITY Any Auto |
| BODILY INJURY (PER PERSON) | | | | | | |
| BODILY INJURY (PER ACCIDENT) | | | | | | |
| PROPERTY DAMAGE | | | | | | |
| B | EXCESS LIABILITY Other than Umbrella Form | 013510222 | 30-JUN-2012 | 30-JUN-2013 | EACH OCCURENCE | 2,000,000 |
| | | | | | AGGREGATE | 2,000,000 |

| | | | | | | |
|---|---|--|-------------|-------------|-------------------------------|-------------------|
| | GARAGE LIABILITY | | | | AUTO ONLY (PER ACCIDENT) | |
| | | | | | OTHER THAN AUTO ONLY | |
| | | | | | EACH ACCIDENT | |
| | | | | | AGGREGATE | |
| A | WORKERS COMPENSATION / EMPLOYERS LIABILITY | MWC 118094 00 (All Other States) | 01-JAN-2013 | 01-JAN-2014 | WORKERS COMP LIMITS | Statutory |
| | | | | | EL EACH ACCIDENT | 1,000,000 |
| | | | | | EL DISEASE - POLICY LIMIT | 1,000,000 |
| | | | | | EL DISEASE - EACH EMPLOYEE | 1,000,000 |
| A | Excess WC | MWXS 1002 | 01-JAN-2013 | 01-JAN-2014 | WC-Statutory | EL \$1M/\$1M/\$1M |
| A | Excess WC | MWFEX 160 | 01-JAN-2013 | 01-JAN-2014 | WC-Statutory | EL \$1M/\$1M/\$1M |
| | | | | | | |
| The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized. | | | | | | |

| | | |
|---|---|----------------------------|
| MEMORANDUM OF INSURANCE | | DATE 18-Jan-2013 |
| <p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the Insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=900114839. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p> | | |
| PRODUCER Marsh USA Inc. ("Marsh") | INSURED Vulcan Materials Company P O Box 385014 Birmingham 35238-5014 United States | |
| ADDITIONAL INFORMATION General Liability includes Contractual Liability Named Insured includes: Vulcan Construction Materials, LP Florida Rock Industries, Inc., its subsidiaries and affiliates Reco Transportation, LLC Azusa Rock Palomar Transit Mix | | |

Memorandum of Insurance (MOI)

Page 3 of 3

Triangle Rock Products

Calmat Co. DBA Vulcan Materials Company, Western Division

Val-Rock, Inc.

The Memorandum of Insurance serves solely to list Insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

Madison County Purchasing Department

BID CONTENTS

BID #2013-03

[illegible]